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EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, JOHNNY L SIMS II ("Lessor") executed that certain Oil, Gas and Mineral Lease dated March 22nd, 2008, unto DALE PROPERTY SERVICES, LLC, which is recorded by Memorandum in D208123088 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease") and covering the following described lands:

SURVEY: JOHN N KING

ABSTRACT NO: 897

LOT 8, BLOCK D, OF FOSSIL RIDGE ADDITION, AN ADDITION TO THE CITY OF HALTOM CITY, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 2036 OF THE PLAT RECORDS OF TARRANT, COUNTY, TEXAS.

WHEREAS, all of the rights, title and interest in the lease were utilimately assigned to and acquired by Chesapeake Exploration L.L.C. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to ratify and amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby ratified, extended and amended as follows:

The primary term shall extend to September 22nd, 2011, and for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the January 4th, 2011, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

JOHNNY L SIMS I

By:

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ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF _

This instrument was acknowledged before me on this the

JOHNNY L SIMS II.

My Commission Expires: Commission Number: ____ Negary I

ary Public, State of Texas

CHRISTOPHER CHARLES FIELDS NOTARY PUBLIC STATE OF TEXAS NY COMM. EXP. S(01/14